



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code  COUNTY0930D	S C	Dept.  A	Contract Number
County Department Department of Public Health		Dept. PHL	Orgn.	Contractor's License No.
County Department Contract Representative Antoinette (Toni) Hanson		Telephone (909) 388-0276		Total Contract Amount \$33,000
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason:				
Commodity Code		Contract Start Date 01/01/04	Contract End Date 12/31/04	Original Amount \$33,000
Fund AAA	Dept. PHL	Organization 0605	Appr. 200	Obj/Rev Source 2445
GRC/PROJ/JOB No. 93390		Amount \$33,000		
Project Name California's Children 5 a Day Power Play! Campaign		Estimated Payment Total by Fiscal Year		
Contract Type - 1		FY 04/05	Amount \$33,000	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino hereinafter called the County, and

Name

County of Riverside - Community Health Agency

hereinafter called

Contractor

Address

4065 County Circle Drive

Riverside, CA 92503

Phone

Birth Date

(909) 358-5311

Federal ID No. or Social Security No.

95-6000930W

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the County's Department of Public Health, hereinafter referred to as the Department, has been awarded funds by the Public Health Institute (PHI), a non-profit organization, for the *California Children's 5 A Day - Power Play! Campaign*, hereinafter referred to as the Project, in cooperation with the California Department of Health Services, with the purpose of encouraging healthy eating habits and increasing children's consumption of fruits and vegetables to five daily servings; and

**WHEREAS**, the Department has been designated the lead agency for the Project in the Inland Empire Region, which is comprised of San Bernardino and Riverside Counties; and

**WHEREAS**, the County and the Contractor desire to set forth in writing the specific terms mutually agreed to regarding the provision of nutrition education services as a component of the Project; and

**WHEREAS**, the County desires that such services be provided by the Contractor and the Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

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### ATTACHMENTS

ATTACHMENT A - PROJECT WORK PLAN

ATTACHMENT B - REPORTING SCHEDULE

ATTACHMENT C - SEMI-ANNUAL NARRATIVE REPORT

ATTACHMENT D - PROJECT BUDGET(S)

ATTACHMENT E - INVOICE FORM

## I. DEFINITIONS

- A. Department of Public Health - The Department that provides health and educational services to the residents of San Bernardino County.
- B. Human Services System (HSS) - A system of integrated services, where the programs and resources of eight County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County.

## II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. The Contractor shall implement the *California Children's 5 A Day - Power Play! Campaign*, as set forth in the Project Work Plan, attached hereto as Attachment A.
- B. The Contractor shall submit the following reports and forms to the Department, as set forth in the Reporting Schedule, attached hereto as Attachment B:
  - 1) Expense report - An invoice for actual expenses incurred during the Contract period.
  - 2) Coalition Power Plays! Article - An article for the State's (Department of Health and Human Services) newsletter highlighting one or more major activities occurring during the past quarter or upcoming quarter (3-4 paragraphs).
  - 3) Final Expense Report - The final invoice for actual expenditures incurred during the Contract period.
  - 4) Participant and Event Database - This report provides in detail the Contractor's efforts and outreach contact information. Data is to be entered and submitted electronically.
  - 5) Quarterly Activity Report - This report is a summary overview of the Contractor's efforts including training, recruitment, events, material distribution and media activity. Data is to be entered on the spreadsheet provided to the Contractor and submitted electronically to the County.
  - 6) Semi-Annual Narrative Report - The content of this report shall include a comparison of the Contractor's accomplishments over a six (6) month period of the objectives detailed in the Work Plan; description of interventions and activities which were conducted to accomplish the objectives, including photographs and other collateral materials. The report format is attached hereto as Attachment C.
- C. The County reserves the right to add or revise report formats and forms to meet Project requirements. All reports and forms shall be submitted to:

County of San Bernardino Department of Public Health  
**ATTN: Melodee Lopez**  
Nutrition Program, Room 104  
351 N Mountain View Ave.  
San Bernardino, CA 92415-0010  
Email: MLopez@dph.sbcounty.gov

## III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- B. Without the prior written consent of County, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the Public Health Director - Department of Public Health. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of Riverside. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. Contractor shall notify County of any continuing vacancies and any positions which become vacant during the term of this Contract which will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

- I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify HSS when the primary contact will be unavailable/out of the office for one (1) or more business days. Contractor or designee must respond to County inquiries within two (2) County business days.
- J. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- K. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract. This provision will remain in force even after the termination of the Contract.
- L. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a professional license issued by the State of California is sufficient proof.
- M. Contractor shall notify County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify HSS concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.
- N. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- O. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
  - 1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or

expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:

- a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

3. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
4. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.
6. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or

higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

7. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.
- P. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- Q. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- R. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
  1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the State of California and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County HSS Contracts Unit.
  2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County HSS Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS shall supply a sample of the Plan format. The Contractor shall be monitored by HSS for compliance with provisions of its Civil Rights Plan.
- S. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- T. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, Part 6, California Code of Regulations).
- U. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

- V. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- W. The County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract, including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the California Department of Health Services and the U.S. Department of Agriculture as the sponsors or support organizations on all published material related to the Project. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by the Contractor in the United States or in any other country without the express written consent of the County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. The Contractor shall receive written permission from the County prior to publication of said training materials.
- X. When producing audio or visual materials not previously developed, the Contractor shall acknowledge support from the California Department of Health Services and the U.S. Department of Agriculture in the following manner:

English - "A message from the California Department of Health Services funded by the U.S. Department of Agriculture."

Spanish - "Un mensaje del Departamento de Servicios de Salud de California auspiciado por el Departamento de Agricultura de Los Estados Unidos."

The names of the California Department of Health Services and the U.S. Department of Agriculture shall be prominently placed on all other products generated by the Contractor as a result of this Contract, with appropriate credit given for funding.

#### **IV. COUNTY RESPONSIBILITIES**

- A. The County will compensate the Contractor on a cost reimbursement basis for approved expenses in accordance with provisions of this Contract.
- B. The County will monitor and evaluate the performance of the Contractor in meeting terms of the Contract and the quality and effectiveness of services provided, based on criteria determined by the County. County personnel shall monitor the performance of the Contractor at least once every six months, or as deemed necessary by the County.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount of payment under this Contract shall not exceed \$33,000 and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Reimbursement to the Contractor shall be contingent upon the submission by the Contractor, and approval by the Department, of the herein required reports, forms and invoices.
- C. Expenditures submitted by the Contractor for reimbursement must be consistent with the approved Project Budget(s) attached hereto as Attachment D. Further, expenditures will be limited to those that are considered both reasonable and necessary.



- D. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- E. The Contractor shall provide the County with invoices for the services provided. The format for the submitted invoices is attached hereto as Attachment E - Invoice Form. Reimbursement will be rendered in arrears, in accordance with the invoices submitted. Invoices are to be submitted in accordance with the following schedule:

Reporting Period	Due Date
January - June	August 16, 2004
July - September	November 15, 2004
October - December	February 14, 2005

Invoices shall be submitted to:

County of San Bernardino Department of Public Health  
**ATTN: Sandy Keirns**  
Nutrition Program, Room 104  
351 N Mountain View Ave.  
San Bernardino, CA 92415-0010

- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect, to that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than ten (10%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the Department shall approve (or deny) the budget revision request. The Department shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The Department reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all

records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - 3. withhold funds pending duration of the breach; and/or
  - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  - 5. Terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## **VIII. TERM**

This Contract is effective as of January 1, 2004 and expires December 31, 2004 but may be terminated earlier in accordance with provisions of Section IX of the Contract.

## IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Public Health Director- Department of Public Health is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncanceled obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

## X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: County of Riverside  
Community Health Agency  
4065 County Circle Drive  
Riverside, CA 92503

County: County of San Bernardino  
Human Services System  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

County (***Insurance Information Only***):  
County of San Bernardino  
c/o Insurance Data Services  
P.O. Box 12010 – CB  
Hemet, CA 92546-8010

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or Contract not incorporated herein shall be binding on any of the Parties hereto.
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in Riverside County and state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

## **XI. CONCLUSION**

- A. This Contract, consisting of 13 pages and Attachments A through E is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

County of Riverside - Community Health Agency  
(Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name John Tavaglione  
(Print or type name of person signing contract)

Title Chairman, Board of Supervisors  
(Print or Type)

Dated \_\_\_\_\_

Address 4065 County Circle Drive  
Riverside, CA 92503

Approved as to Legal Form

►  
Charles Larkin, Deputy County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►  
Lori Ciabattini, HSS Contracts Unit

Date \_\_\_\_\_

Presented to BOS for Signature

►  
James A. Felten, Public Health Director

Date \_\_\_\_\_

***Auditor/Controller-Recorder  
Use Only***

<input type="checkbox"/> Contract Database		<input type="checkbox"/> FAS
Input Date	Keyed By	

